



# **US ARMY NAF EMPLOYEE *GROUP LIFE INSURANCE PLAN***



***Group Benefit Plan***

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## CERTIFICATE

UNICARE Life & Health Insurance Company certifies that it has issued a Group Policy Number GI 22839 insuring certain employees of

**Army Medical/Life Fund**  
**(herein called the Plan Sponsor)**

This booklet describes the benefits provided as of January 1, 2001. Certain terms of the Group Policy which affect your insurance are contained in the following pages.

The Group Policy was issued in the state of Virginia. Its laws and rules will govern in resolving any questions about the Group Policy.

While you remain insured, this booklet is your Certificate of Insurance. It replaces any prior booklet given to you for the types of insurance described here.

4553 La Tienda Drive  
Thousand Oaks, CA 91362

UNICARE Life & Health  
Insurance Company



PRESIDENT

## **SCHEDULE OF BENEFITS**

Your amounts of personal and dependent insurance are determined by this schedule.

Changes in amounts of personal insurance under this schedule are effective on the date they apply to you. However, changes due to your age or retirement will be the only changes to become effective while you are disabled. Here, the term "disabled" means that an injury or illness prevents you from doing substantially all of your usual duties for the plan sponsor.

Changes in amounts of Dependent Life Insurance under this schedule are effective on the date they apply to the dependent.

**Effective Date:** January 1, 2001

### **Eligible Classes:**

**Class I** – Active Employees

**Class II** – Retired Employees

### **Employees Who May Be Insured**

The class of employees who may be insured under his policy are:

1. Regular civilian employees working at least 20 hours per week, provided that the employee is a U.S. Citizen and includes the spouse or child of a U.S. Citizen; or a resident alien domiciled in one of the 50 states of the United States or the District of Columbia.
2. Employees who retire on an immediate annuity who meet the eligibility requirement under Life Insurance for Retirees Class II in the plan booklet.

### **Participating Activities**

An "Activity" shall mean any U.S.A. Non-appropriated instrumentality as defined by Army Regulations.

As of the policy effective date, the Activities included as Participating Activities are the Plan Sponsor and each of the Contributing Activities to the Army Medical/Life Fund.

It shall not be required that a list be maintained in the policy of the names of the Activities who are Contributing Activities on the

effective date of the policy or who thereafter become or cease to be Contributing Activities.

**Contributing Activity.** This term means each non-appropriated fund entity that contributes to the Fund and whose name is included on the records of the Plan Sponsor as being a Contributing Activity for coverage hereunder.

**Records of Activities.** This term means that the Plan Sponsor will maintain a record of the non-appropriated fund entities to be included as Contributing Activities for coverage hereunder. The list is to specify for each entity the date the entity became a Contributing Activity and, in the case of an entity who ceases to be a Contributing Activity, the date that the entity is to be no longer included as a Contributing Activity. The record shall be open for inspection by the insurer at any reasonable time.

### **Waiting Period**

The length of your continuous active service with your Participating Activity which you must complete to become eligible for insurance is as follows:

If your employment commenced on or prior to the date your employer is included as a Participating Activity:

the first day of the first pay period on or after the date of election.

If your employment commenced after the date your employer is included as a Participating Activity:

the first day of the first pay period on or after the date of election.

If you terminate employment with your Participating Activity and, within 30 days thereafter, you become employed by another Participating Activity, you will receive credit toward your Waiting Period for your continuous active service with your former Participating Activity.

If you transfer into the U.S. Non-appropriated Fund Group Insurance Plan from any DoD NAFI by reason of transfer-of-function or reduction-in-force, you will receive credit toward your waiting period under this policy, provided your transfer is within 90 days of the transfer-of-function or R.I.F.

## **Insurance After Retirement**

Reduction in your amount of life insurance will be effective at midnight on the date immediately prior to your retirement date. But, if your Life Insurance becomes payable by reason of your death within the period of 31 days which begins with your retirement date, the maximum amount of insurance that will be payable under this policy will be the amount that was in force on your life on the date immediately prior to your retirement date.

## **COVERAGES PROVIDED**

The coverages becoming effective on the policy effective date are only those for which amounts of insurance are shown below.

### **Basis for Insurance**

In accordance with the determination made by the Plan Sponsor, insurance will be provided on a Contributory basis for you and on a Non-Contributory basis for your dependents.

## **PERSONAL LIFE INSURANCE**

### **Basic Amount**

#### **Class I**

##### **Plan I**

#### **You may elect an amount equal to either:**

100% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$6,000 and a maximum of \$250,000; or

##### **Plan II**

200% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$10,000 and a maximum of \$250,000.

- The requirement that you be actively at work in a pay status does not apply to Waiver of Premium.

## **Optional Amount**

### **Class I**

If you elect Basic Life Insurance, you may also elect to take extra Optional Life insurance in multiples of \$10,000, up to two times your amount of basic Life Insurance or \$500,000, whichever is less.

- Your Optional Life Insurance is 100% contributory.
- The Waiver of Premium Provision does not apply to Optional Life Insurance if you become disabled.
- Evidence of Insurability is required for Optional Life benefit amounts in excess of \$250,000.

## **PERSONAL ACCIDENTAL DEATH AND DISMEMBERMENT**

### **Basic Amount**

#### **Class I**

**You may elect an amount equal to either:**

Plan I	100% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$6,000 and a maximum of \$250,000; or
Plan II	200% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$10,000 and a maximum of \$250,000.

If you elect Plan I for basic Life Insurance, you will receive Plan I for Accidental Death and Dismemberment Insurance. If you elect Plan II for basic Life Insurance, you will receive Plan II for Accidental Death and Dismemberment Insurance.

Any change in the amount of your Life Insurance and Accidental Death and Dismemberment Insurance resulting from a change in your earnings will become effective on the first day of the first full pay period on or after your salary changes; provided that an increase in your amount of insurance will become effective only if you are then actively at work with your Participating Activity on a

regularly scheduled, full- time basis as an employee in a pay status; otherwise, the change will become effective on the date you return to active work with your Participating Activity.

Any change in the amount of your Life Insurance and Accidental Death and Dismemberment Insurance resulting from a change in your classification will become effective on the date of change in your classification provided that an increase in your amount of insurance will become effective only if you are then actively at work with your Participating Activity on a regularly scheduled, full- time basis as an employee in a pay status; otherwise, the change will become effective on the date you return to active work with your Participating Activity.



## **LIFE INSURANCE FOR RETIREES (CLASS II)**

### **Basic Life Insurance**

#### **Class II Retirees With Less Than 15 Years Participation in the Group Basic Life Program**

If you retire with less than 15 years participation in the Group Basic Life Program and you are receiving a pension under the U.S.A.N.A.F. Retirement Plan, you will be insured for \$2,000 of Basic Life Insurance on a non-contributory basis.

#### **Class II Retirees With More Than 15 Years Participation in the Group Basic Life Program**

- A. If you retired on or after October 1, 1972 but before January 1, 1983 with 15 or more years of accumulated participation in the Basic Life Insurance for active employees, your amount of life insurance is as follows:

<u>If Your Age At Retirement Is</u>	<u>Your Amount of Insurance At Retirement Is*</u>
Under 66 years	100%
66 years, but less than 67 years	75%
67 years but less than 68 years	50%
68 years or over	25%

\*Your amount of Basic Life Insurance reduces from 100% of the amount of Life Insurance in-force immediately prior to your retirement, to the next lower percentage, in accordance with the above table. Changes in your age classification will become effective on the date your age classification changes.

- B. If you retire on or after January 1, 1983 but before January 1, 1988 with 15 or more years of accumulated participation in the basic group life insurance plan, your amount of life insurance will equal the greater of (1) the lowest amount of insurance in effect for the 5 year period immediately preceding retirement, or (2) the amount in effect on December 31, 1982, on the non-

contributory basis. Beginning with the first of the month after you reach age 65, or retire, if later than age 65, this amount of continued insurance reduces 2% per month, effective from age 65, to a minimum of 25% of the original continued amount.

- C. If you retire on or after January 1, 1988 (receiving an immediate or early annuity only) and you have 15 or more years of accumulated participation in the basic group life insurance plan, or participated the last 5 years before retirement, your amount of life insurance will be equal to the lowest amount in effect for the 5 year period immediately preceding your retirement, on the non-contributory basis. Beginning with the first of the month after you reach age 65 or after your retirement, if later than age 65, your amount of continued life insurance will reduce 2% per month, effective from age 65, to a minimum of 25% of the original continued amount.
- D. If you retire on or after January 1, 2001 (receiving an immediate annuity) and participated the last 5 years before retirement in the basic group life plan, your amount of life insurance will be equal to the lowest amount in effect for the 5 year period immediately preceding your retirement, on the non-contributory basis. Beginning with the first of the month after you reach age 65 or after your retirement, if later than age 65, your amount of continued life insurance will reduce 2% of the original amount per month, effective from age 65 to a minimum of 25% of the original amount continued amount.

### **Optional Life Insurance For Retirees Class II**

For those who retired on or after January 1, 1988

If you retire with 15 or more years of accumulated participation in the Optional Life Insurance, or if you have participated continuously in the Optional Life Insurance program since January 1, 1983, you may continue Optional Life Insurance, or any \$10,000 multiple of it, until you reach age 65, on a contributory basis. The amount of Optional Life Insurance that you may continue will be the lower amount of insurance in effect during the 5 year period immediately preceding your retirement. If your Optional Life Insurance is continued to age

65, it will be continued after age 65 on a non-contributory basis. Your insured amount will reduce 2% per month, effective from age 65, for 50 months at which time your Optional Life Insurance ends.

#### **PERSONAL ACCELERATED DEATH BENEFIT**

**(Applicable to active and retired employees who retire on or after January 1, 1995)**

If the retiree will be less than age 62 at the end of the retiree's life expectancy, the Personal Accelerated Death Benefit is an amount equal to the lesser of:

1. 50% of the amount inforce under the Waiver of Premium benefit to age 62; or
2. \$100,000 maximum.

If the retiree will be age 62 or older at the end of the retiree's life expectancy, the Personal Accelerated Death Benefit is an amount equal to the lesser of:

1. 50% of the amount of Personal Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$100,000 maximum.

**NOTES: (1) BENEFITS PAID UNDER THIS PROVISION MAY BE TAXABLE. IF SO, YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.**

**(2) THE RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY ADVERSELY AFFECT THE RECIPIENTS ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT PAYMENTS OR ENTITLEMENTS.**

## DEPENDENT LIFE INSURANCE

The amount of life insurance on each dependent shall be the amount determined in accordance with the following table:

### Basic Amount

	<u>Spouse</u>	<u>Each Child (from birth)</u>
Level One	\$5,000	\$2,500

### Total Amount (including both Basic Amount and Optional Amount)

	<u>Spouse</u>	<u>Each Child (from birth)</u>
Level Two	\$10,000	\$5,000
Level Three	\$15,000	\$7,500
Level Four	\$20,000	\$10,000
Level Five	\$25,000	\$12,500

## BASIC TERMS

Here, some basic terms of the benefit plan are discussed. Where these terms are used in this booklet, they have the meaning explained here.

**Army Medical/Life Fund:** means a non-appropriated fund instrumentality of the Department of the Army. No appropriated funds of the United States shall become due, or be paid the Insurer by reason of this Policy

**Covered Person:** means a plan member or a dependent with respect to whom a plan member is insured by the group policy.

**Doctor:** means a physician licensed to practice medicine. It also means an osteopath, podiatrist, chiropractor, psychologist, optometrist or dentist. Such a doctor must be licensed or certified by the state in which the services are rendered and acting within the scope of that license or certificate.

**Earnings:** means your basic rate of compensation. It does not include overtime, bonuses, commissions or other forms of extra compensation.

**Injury and Illness:** in this plan, the word "injury" means an accidental bodily harm and the word "illness" means:

1. a sickness that impairs a covered person's normal functioning of mind or body; and
2. the pregnancy, childbirth and related medical conditions of a covered person.

**Insurer:** Benefits are provided through a group insurance policy. The "insurer" who issued that policy is UNICARE Life & Health Insurance Company. Their home office is located at 4553 La Tienda Drive in Thousand Oaks, CA 91362. Inquiries to the insurer should be made to that office. Please include your group policy number as shown in the Certificate in the front of this booklet. The Claims and Plan Member Rights section of this booklet tells where and how benefit claims should be made.

**Personal and Dependent Insurance:** "Personal insurance" means your insurance under the group policy with respect to yourself. The words "dependent insurance" refer to insurance for your dependents under the group policy. The Plan Membership section of this booklet discusses how you may obtain insurance under the group policy for yourself and your qualified dependents.

**Plan Member or Member:** means a person who is insured by the group policy with respect to himself or herself.

**Plan Sponsor:** means the employer who makes this benefit plan available to you.

## **PLAN MEMBERSHIP**

### **ELIGIBILITY FOR INSURANCE**

This section tells how you may become insured. The term “personal insurance” means your insurance under the group policy with respect to yourself. Reference to “dependent insurance” means your insurance under the group policy with respect to your dependents.

#### **Personal Insurance**

To obtain personal insurance, you need to be a qualified employee. You are a “qualified employee” only if you meet all of these requirements:

- (a) you are a full-time employee of the plan sponsor as described in Eligible Classes in the Schedule of Benefits; and
- (b) you are in a covered employment class named in the group policy; or
- (c) you are a retired employee.

Specific information regarding the group policy and its terms may be obtained from the plan sponsor.

If you are a qualified employee on January 1, 2001, you are eligible for personal insurance on that date, provided you have completed continuous employment with the plan sponsor as described in the Waiting Period provision in the Schedule of Benefits. Otherwise, you become eligible on the date you become a qualified employee and complete the waiting period as required by the plan sponsor.

#### **Dependent Insurance**

If you are a qualified employee, you may obtain dependent insurance for your qualified dependents. Your “qualified dependents” are your spouse and children as defined and limited here.

The term “spouse” means your husband or wife. Your marriage must not have ended in a valid divorce decree or legal separation.

With respect to employees who reside in the Republic of Panama, “spouse” also means a common-law wife or an invalid common-law

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husband who has resided with the employee for a minimum of nine months, provided there is no legal deterrent for contracting matrimony and provided he/she has registered previously with the Civil Registry.

Reference to your "child" means your direct offspring. The term also includes your unmarried stepchild, legally adopted child, foster child, or a child placed with you for the purpose of adoption and any other child who lives with you in a parent-child relationship and who is dependent upon you for support. Any such child must be unmarried, not employed on a full-time basis and under age 19. A child who has reached age 19, but less than age 23 must be a registered full-time student at an accredited institution of higher learning; However, if on said birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, the child shall continue to be deemed a dependent after said birthday, during the continuation of said incapacity and while he or she is otherwise included as a dependent, subject to the terms and conditions of this booklet and the right of the insurer to require proof of said incapacity when claim is first made for benefits after said birthday, and proof once each year thereafter of the continuation of said incapacity.

Your child who has personal insurance under the group policy may not be your qualified dependent unless he or she elects dependent insurance in place of the similar personal insurance. If you and your spouse both have personal insurance under the group policy, either spouse, or both may elect to insure the other spouse and/or qualified dependent children for Dependent Life Insurance coverage.

You are eligible for dependent insurance on the latest of the following dates:

1. the date you are in an employment class covered for dependent insurance; and
2. the date you are eligible for similar personal insurance under the group policy; and
3. the first day of the month following the month deductions for dependent coverage are made.
4. the date you have a qualified dependent.

## **EFFECTIVE DATE OF INSURANCE**

Once you have become eligible for insurance, this section tells when your insurance will begin.

### **Personal Insurance**

Except as explained in this section, your personal insurance will begin on the latest of the following dates:

1. the date you become eligible;
2. the first day of the first full pay period when deductions begin;
3. the date of approval by the insurer at its Home Office of evidence of your insurability, if required by the insurer;
4. the first day of the first full pay period when deductions begin following an Open Enrollment Period (which period of time shall be agreed to by the insurer and the Plan Sponsor);
5. if the latest of the dates described in (1) through (4) above is not the first day of a pay period, then the first day of the first pay period next following the latest of those dates.

The plan sponsor may require employees to contribute toward the cost of all or part of their personal insurance. Any such contributory insurance will not become effective for you before you sign a form agreeing to make those contributions and file it with your Participating Activity. The form may be obtained from the plan sponsor. If you sign the form more than 31 days after you became eligible, your contributory insurance will be deferred until the date the insurer approves the employee's written evidence of insurability.

If you are disabled on the date your personal insurance would begin, that insurance will be deferred until you return to full-time active work in a pay status. Here, the term "disabled" means that an injury or illness prevents you from doing substantially all of your usual duties for the plan sponsor.

### **Special Provision for Optional Life Insurance**

In addition to the provisions shown above, your Optional Life Insurance will not become effective until the date the insurer approves your evidence of insurability if you:

1. apply for Optional Life Insurance more than 31 days after your eligibility date; or



2. elect an amount of Optional Life Insurance for which evidence of insurability is required, if such election is allowed.

If you later choose to increase the amount of Optional Life Insurance, the increased amount will not become effective until the date the insurer approves your evidence of insurability.

### **Dependent Insurance**

Any dependent insurance for which you are eligible will begin on:

1. the date that you have similar personal insurance in effect under the group policy; and
2. the date you have a qualified dependent who can be insured as discussed in this section; and you make appropriate written application, if required for insurance for your dependents;
3. the first day of the first full pay period when deductions begin following an Open Enrollment Period (which period of time is agreed to by the insurer and the plan sponsor). If the latest of the dates described in (1) through (2) above is not the first day of a full pay period, then the first day of the first full pay period next following the latest of those dates.

The plan sponsor may require employees to contribute toward the cost of all or part of their dependent insurance. If so, the only qualified dependent who may become insured before you agree to those contributions is your newborn child. The form for this agreement may be obtained from the plan sponsor. The form should be filed with your Participating Activity. If you sign the form more than 31 days after you became eligible for dependent insurance, such contributory insurance will be deferred until the date the insurer approves written evidence of insurability for each qualified dependent.

Your newborn child is insured from the date he or she is born. Within 31 days after the child is born, you need to tell your Participating Activity and agree to any required contributions toward the cost of the child's insurance. Otherwise, insurance for the child will cease at the end of that 31 day period.

You may acquire a new qualified dependent while your insurance for other dependents is in effect. If so, the new dependent will automatically become insured, except as noted in the next paragraph.

Your newborn child is the only dependent whose insurance may begin on a day that he or she is a hospital inpatient. Insurance so deferred for any other dependent will become effective on the day he or she is discharged from the hospital.

#### **DISCONTINUANCE OF INSURANCE**

Your personal insurance under each coverage will cease on the first of these dates to occur:

1. the last day of the last full pay period in which you are no longer eligible for that coverage. This may be due to a change in the group policy or because you transfer to an employment class that is not eligible.
2. the date ending the last period for which you made any required contribution toward the cost of that insurance.
3. the last day of the last full pay period in which you request cancellation of insurance, or when contributions terminate at your request during a leave without pay;
4. the date the group policy is discontinued;
5. the date on which employment terminates (see paragraph below).

Employment for insurance purposes terminates on the last day of the last full pay period ending prior to the date you cease active work with your Participating Activity, except that in the circumstances specified below, employment may be deemed to continue for insurance purposes until the earlier of (a) the expiration of the period specified below, or (b) the date your Participating Activity, acting in accordance with rules which preclude individual selection, terminates your employment for insurance purposes, by written notice to you, or by written notice to the insurer, or by any other means.

#### While you are absent from work due to:

- (i) Sickness, Injury or Pregnancy
- (ii) Temporary layoff

#### Employment may be deemed to continue for this period:

Indefinite.  
Not beyond the end of the policy month next following policy month in which layoff begins.

<u>While you are absent from work due to:</u>	<u>Employment may be deemed to continue for this period:</u>
(iii) Leave of absence	Not beyond the end of the policy month next following policy month in which leave of absence begins.
(iv) Approved Leave without Pay	Not beyond one year.
(v) Retirement	Indefinite.

Specific information regarding the group policy and its terms may be obtained from the plan sponsor.

Your dependent insurance under each coverage will cease on the first to occur of these dates:

1. the date on which your dependents are no longer eligible for that coverage. This may be due to a change in the group policy or because you transfer to an employment class for which dependents are not eligible.
2. The date of termination of that coverage for the dependents of that class of employees of which the employee is a member;
3. the date of discontinuance of your insurance under all coverages for which you are insured;
4. the date the dependent becomes eligible as an employee for insurance under this policy;
5. the date the dependent commences active duty in the armed forces of any country or state or international organization, or becomes a member of any civilian force auxiliary to any military force;
6. the date ending the last period for which you made any required contribution toward the cost of your dependents insurance.
7. the date the group policy is discontinued.
8. The date your dependent ceases to be a qualified dependent as defined in the "Eligibility for Insurance" section.

Specific information regarding the group policy and its terms may be obtained from the plan sponsor.

## **Continuance of Coverage while in a “Leave Without Pay (LWOP) Status”**

Employees in a “leave without pay status” (Section 5, AR215-3) may continue to enjoy group insurance coverage if premiums are paid by the employee and employer. Procedural guidance is contained in paragraph 98-15, AR 215-5.

### **COVERAGE PROVISIONS**

#### **DESCRIPTION OF THE COVERAGES**

The pages of this section specify when plan benefits will be paid. Any conditions governing whether, and how much benefit is paid for those events are also discussed in this section.

To receive plan benefits, you must be insured as described in the Plan Membership section of this booklet. Then, your amounts of insurance are determined by the Schedule of Benefits.

Should you become entitled to benefits, the Claims and Plan Member Rights section of this booklet tells how to present your claim.

#### **ASSIGNMENT**

As a plan member planning your estate, you may wish to assign ownership of any death benefits to someone else. The group policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death insurance under this plan. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

### **PERSONAL LIFE INSURANCE**

#### **Death Benefit**

The insurer will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your beneficiary when due proof of your death is received by the insurer. The needed claim forms may be obtained from the plan sponsor or the insurer. See the Schedule of Benefits of this booklet for the amount of death benefit to be paid.

The death benefit is normally paid in one sum. You may, however, elect that payment be made in installments. This is called a

settlement option. If no settlement option is in effect upon your death, your beneficiary may then elect such an option. Any settlement option requires a written agreement with the insurer. The plan sponsor should be contacted for instructions.

### **Beneficiary**

You alone have the right to name your "beneficiary". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the plan sponsor for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit the insurer may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before you do.

### **Alternate Payment Provisions**

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, the insurer may at its option: (a) pay the benefit to your then living spouse; or (b) if there is no living spouse, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, the insurer may elect instead to pay up to \$50 of that benefit per month to another person or institution. But that other person or institution must appear to the insurer to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. The insurer will be discharged to the extent of any such payments made in good faith.

It may be that one or more persons have incurred expenses for your fatal condition or burial. If, in the insurer's judgment this is true, the insurer may apply part of any death benefit toward reimbursement of such persons. But the total amount of death

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benefit so applied shall not be more than \$250. Then, your beneficiary will receive only the unpaid balance of the death benefit. The insurer will be discharged to the extent of any such payments made in good faith.

#### **Total Disability Premium Waiver**

(This provision is applicable only to those persons who have been insured by the U.S. Army NAF Plan for five consecutive years or more prior to the date of disablement. It is applicable to Basic Life Insurance only and disabilities commencing on or after January 1, 1990.)

Normally, the plan sponsor must pay the insurer a premium for each period that you are insured. This section tells how your personal life insurance can be continued without premiums if you become totally disabled before your 62nd birthday.

Here, the term "totally disabled" means that an injury or illness prevents you from performing any occupation for which you are qualified by education, training or experience. If you can engage in any such occupation, you are not deemed to be "totally disabled".

#### **Death Before Proof Is Due**

If you die within the first 12 months of being totally disabled, a death benefit may be payable, even if premium payments for your insurance have stopped. In this case, due proof is required that:

1. you became totally disabled while insured and before your 62nd birthday; and that
2. you remained totally disabled at all times until your death occurred.

When the insurer receives such proof, a death benefit will be paid to your beneficiary.

#### **Proof Required Within 12 Months**

Within the first 12 months that you are totally disabled, but have not died, due proof must be given that:

1. you became totally disabled while insured and before your 62nd birthday; and that
2. you have continued to be totally disabled for at least 9 months, but less than 12 months.

Such proof may be given by you or someone acting for you. When the insurer receives that proof, it will provide personal life insurance

for you without premiums while it is shown that you remain totally disabled.

While your personal life insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. The insurer, at its expense, may also require that you be examined by its doctor at reasonable intervals. Such exams by a doctor will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your personal life insurance is provided without premiums, the insurer will pay a death benefit. Due proof is required that you remained totally disabled until your death occurred. When that proof is received, the insurer will pay that death benefit to your beneficiary.

#### **Amount Of Benefit Provided**

The amount of personal basic life insurance provided for you without premiums will normally be the amount for which you were insured by the group policy when you became totally disabled. But, the Schedule of Benefits of this booklet may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.

One other factor may affect your amount of personal life insurance provided without premiums. A right to convert your life insurance under the group policy to an individual policy is explained later in this coverage. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. you were totally disabled when you applied to convert; and
2. you return the individual policy to the insurer with no claim other than a refund of the premiums you paid for it.

#### **When A Premium Waiver Ceases**

Insurance provided for you without premiums will cease when any of these events occur:

1. you are no longer totally disabled; or
2. due proof that you remain totally disabled is not provided when required by the insurer; or

3. you do not allow a doctor to examine you when required by the insurer.

Your insurance will also cease if you reach normal retirement age and do retire under a formal pension plan of the plan sponsor. But an exception will be made if the Plan Membership section of this booklet says that your personal life insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the Right To Convert provision explained later in this coverage. That Right To Convert provides insurance for the next 62 days. During that time:

1. If you again become an active qualified employee, you may not convert your insurance. But your personal life insurance that requires premiums will be resumed.
2. If you do not become an active qualified employee, you may convert to an individual policy of life insurance. It will be as though your employment had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the Right To Convert provision.

While you are totally disabled, it may happen that:

1. the group policy is discontinued; or
2. the group policy is changed to terminate personal life insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.

### **Right To Convert**

If your personal life insurance ceases or is reduced, you could have a right to “convert” that group insurance to an individual policy. This section tells when you may acquire that right. Note that your prompt application is required at that time.

### **Changes In Your Status**

You can obtain an individual policy of life insurance if all or part of your personal life insurance under the group policy ceases for certain reasons. Those reasons are:

1. termination of your active employment with the plan sponsor or transfer to a class of ineligible employees; or



2. your attainment of an age at which the group policy requires life insurance to be reduced.

Evidence of your health will not be required. But you must apply in writing and pay the first premium to the insurer within 62 days after that personal life insurance ceased.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by the insurer except term insurance. At your option, the amount of your policy may equal or be less than your personal life insurance that ceased under the group policy. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

#### **Group Policy Termination Or Change**

Your personal life insurance under this plan may cease because:

1. the group policy is terminated; or
2. the group policy is changed to exclude your class of employees.

In such event, you have the right to obtain an individual life insurance policy under certain conditions. One condition is that you have been insured by the group policy for at least five years. The other condition is that your personal life insurance was not fully replaced by this or another group insurance plan within the next 62 days. If both of these conditions are met, all other terms of this Right To Convert will apply as though your status had changed; but the amount of your individual policy will not exceed \$10,000 .

#### **Death While Eligible To Convert**

Any individual policy issued to you under this Right To Convert provision will become effective at the end of the 62 day period allowed for you to apply. If you should die during that 62 days, a death benefit will be paid by the group policy. This is true regardless of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the beneficiary you last named, whether for the group policy or a conversion policy.

**Personal Accelerated Death Benefit**

The group policy provides a personal accelerated death benefit. You may elect to receive a portion of your personal life insurance and optional life insurance benefit while you are still living. This personal accelerated death benefit will be paid, provided:

1. you are in a class eligible for this benefit as shown on the schedule;
2. you have participated in the plan for the 5 year period immediately preceding your diagnosis of terminal illness;
3. you elect the benefit in writing on the form provided by the insurer or the plan sponsor;
4. you submit to the insurer written certification from a doctor that you have a life expectancy of 12 months or less, and the insurer approves this certification.

The insurer reserves the right to have you examined by one or more doctors of its choice in connection with your claim for a personal accelerated death benefit. Such an examination will be done at the insurer's expense.

See the Schedule of Benefits in this booklet to determine the maximum amount of personal accelerated death benefit you may elect.

**Payment Provisions**

The personal accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive a personal accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received a personal accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

**Effect of Payment on Other Benefits**

The amount of your personal life insurance and optional life insurance will be reduced by the amount of personal accelerated death benefit paid to you. The remaining personal life insurance and optional life insurance benefit, if any, will be paid in accordance with the terms of the group policy. Any amount of personal life insurance and optional life insurance you may have a right to convert, as explained later in this coverage, will be reduced by the amount of personal accelerated death benefit paid to you. The

personal accelerated death benefit paid to you does not affect the amount of your personal accidental death and dismemberment insurance.

### **Payment of Premium**

Premium payments must continue, and will be based on the full amount of your personal life insurance and optional life insurance.

When the plan sponsor stops paying premium for you, you are no longer eligible for a personal accelerated death benefit unless:

1. your doctor certifies that the qualifying condition was present before the date that premium payments ceased;
2. your doctor certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and
3. you apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, you will again be eligible for a personal accelerated death benefit when you are approved for the Total Disability Premium Waiver which is explained in this coverage.

### **Exclusions**

The personal accelerated death benefit will not be paid if:

1. you submit written certification from your doctor that you have a life expectancy of 12 months or less, and the insurer disapproves this certification;
2. you have received an accelerated death benefit under the group policy;
3. you are required by law or court order to use your personal life insurance and optional supplemental life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
4. you are required by a government agency to use your personal life insurance and supplemental life insurance benefit to apply for, receive, or keep a government benefit or entitlement;
5. you live in a community property state, and the insurer has not received consent in writing from your spouse;
6. you are divorced, and as a part of your court approved divorce agreement all or part of your personal life insurance and

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optional life insurance must be paid to your children or former spouse; or

7. you have assigned your rights under the personal life insurance coverage to an assignee or an irrevocable beneficiary, and the insurer has not received consent, in writing, that the assignee or irrevocable beneficiary has agreed to payment of the personal accelerated death benefit to you.
8. any required premium is due and unpaid.

## **DEPENDENT LIFE INSURANCE**

### **Death Benefit**

The insurer will pay a benefit upon the death of a dependent for whom you have insurance under this coverage. This death benefit is payable to you when the insurer receives due proof of the dependent's death. The required claim forms will be provided by the plan sponsor or the insurer. The Schedule of Benefits of this booklet shows the amount of death benefit to be paid.

### **Right To Convert**

If a dependent's life insurance under the group policy ceases, he or she could have a right to "convert" that group insurance to an individual policy. This section tells when the dependent may acquire that right. Note that prompt application is required at that time.

### **Ceasing Qualification For Group Coverage**

A dependent can obtain an individual policy of life insurance if his or her group life insurance under the group policy ceases for certain reasons. Those reasons are:

1. your death or termination of employment; or
2. your transfer to an ineligible class of employees; or
3. your insured spouse's divorce or legal separation; or
4. your insured child ceases to be a qualified dependent.

Evidence of the dependent's health will not be required. But the dependent must apply in writing and pay the first premium to the insurer within 31 days after his or her insurance ceased. If the dependent is a minor or otherwise legally unable to apply, you or another legal guardian may apply on the dependent's behalf.

The individual policy will insure the dependent only and will not include disability benefits. The policy shall be one of the forms then

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normally being issued by the insurer except term insurance. At the dependent's option, the amount of the policy may equal or be less than his or her dependent life insurance that ceased under the group policy. The premium will be determined by the form and amount of the dependent's policy, as well as by his or her class of risk and age on its effective date.

#### **Group Policy Termination Or Change**

A dependent's life insurance under the group policy may cease because:

1. the group policy is terminated; or
2. the group policy is changed to exclude your class of employees.

In such event, the dependent has the right to obtain an individual policy of life insurance under certain conditions. One condition is that the dependent has been insured by this coverage for at least five years. The other condition is that his or her dependent life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If both of these conditions are met, all other terms of this Right To Convert provision will apply; but the amount of the dependent's individual policy will not exceed \$10,000.

#### **Death While Eligible To Convert**

Any individual policy issued to a dependent under this Right To Convert will become effective at the end of the 31 day period allowed for him or her to apply. If the dependent should die during that 31 days, a death benefit will be paid by the group policy. This is true regardless of whether or not the dependent applied for an individual policy. The amount of benefit payable will be the full amount he or she was entitled to convert. If the dependent has applied for a policy under this Right To Convert, the benefit will be payable to the beneficiary he or she named. Otherwise, the benefit will be paid to you. But if the payee was not living when the dependent's death occurred, the benefit will be paid to the dependent's estate.

## **PERSONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Accidental Death Benefit**

The insurer will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental injury; and
2. the injury occurred while you were insured by this coverage; and
3. the death occurred within 365 days of the injury.

This accidental death benefit will be paid when the insurer receives due proof that your death occurred under the conditions stated in this section. The benefit will be paid to your beneficiary. This benefit is the "full amount" of your accidental death and dismemberment insurance in effect under the terms of the Schedule of Benefits of this booklet on the date the accident occurred.

### **Benefit For Loss Of Hand, Foot Or Sight**

The insurer will pay a benefit if you incur the permanent loss of a hand, foot or sight under these conditions:

1. the loss is a result of your accidental injury which occurred while you were insured by this coverage; and
2. the loss occurred within 365 days of the injury; and
3. an accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when the insurer receives due proof of a loss as specified in this section. Your "full amount" of accidental death and dismemberment insurance will be determined under the terms of the Schedule of Benefits of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or one-half of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of accidental death and dismemberment insurance under the group policy on the date the accident occurred.

### **Schedule Of Losses And Benefits**

Your full amount of coverage is payable for the permanent loss of:

- both hands; or
- both feet; or
- sight of both eyes; or
- one hand and sight of one eye; or
- one foot and sight of one eye; or
- one hand and one foot.

One-half of your full amount is payable for the permanent loss of:

- one hand; or
- one foot; or
- sight of one eye.

Reference to loss of a hand means severance at or above the wrist. Reference to loss of a foot means severance at or above the ankle. Reference to loss of sight means total loss of sight which cannot be recovered.

A surgically reattached hand or foot will be deemed a "permanent loss" if, 12 months after reattachment, the limb has regained less than 50% of its normal function.

### **Exclusions**

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. a disease or mental illness, or the treatment of these conditions.
2. ptomaines, or bacterial infections, except infections introduced through a visible wound accidentally sustained.
3. driving while under the influence of alcohol or drugs.
4. a war, whether or not it is a declared war.

### **Beneficiary**

You alone have the right to name your "beneficiary". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the plan sponsor for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death

benefit the insurer may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before you do.

#### **Alternate Payment Provisions**

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, the insurer may at its option: (a) pay the benefit to your then-living spouse; or (b) if there is no living spouse, pay equal shares of the benefit to your then-living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, the insurer may elect instead to pay up to \$50 of that benefit per month to another person or institution. But, that other person or institution must appear to the insurer to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. The insurer will be discharged to the extent of any such payments made in good faith.

#### **No Right to Convert**

If your Personal Accidental Death and Dismemberment Insurance ceases or is reduced, you can not "convert" that group insurance to an individual policy.



## CLAIMS AND PLAN MEMBER RIGHTS

### HOW TO CLAIM BENEFITS

#### Notice, Proof and Payment of Claim

Due written proof of claim is required in order to receive benefits under the Group Policy. The requirements for Life Insurance proof forms are discussed in that coverage. The requirements for other types of group coverage are discussed here.

#### Notice of Claim

Written notice of a claim must be given within 20 days after a covered loss occurs or begins, or as soon as reasonably possible. The notice can be given to the **Insurer** at any authorized office. Reference to a "loss" merely means that an event occurred or an expense was incurred for which this plan agrees to pay a benefit. The notice must identify you along with the group insurance policy number shown in the Certificate in the front of this booklet.

#### Claim Forms

When the **Insurer** receives the notice of claim, it will send the claimant forms for filing proof of loss. The needed forms may also be obtained from the **Plan Sponsor**. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving the **Insurer** a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

#### Proof of Loss

Due written proof of loss must be given to the Insurer. As to a continuing loss for which periodic benefits are to be paid, the proof is due within 90 days after the end of the period for which the **Insurer** is liable. As to any other loss, the proof is due within 90 days after the loss occurs. Failure to furnish the proof when due shall not invalidate or reduce the claim if the proof is given as soon as reasonably possible. But, unless delayed by the claimant's legal incapacity, the required proof must be furnished within 2 years of the time it was due.

#### Filing Claim Forms

The proof of loss "claim forms" contain instructions as to how they should be completed and where they should be sent. Be sure the

forms are fully completed. Unanswered questions may delay the processing of the claim.

### **Time of Payment of Claims**

Subject to due written proof of loss, the **Insurer** will pay benefits as they accrue; any balance remaining unpaid at the end of the period for which the **Insurer** is liable will be paid when the required proof of loss is received.

### **Payment of Claims**

Any death benefits will be paid as discussed in the coverage description. All other benefits are payable to the Plan Member. But if the Plan Member is unable to execute a valid release, the Insurer can pay any person or institution that has assumed custody and principal support of the Plan Member; this will not be done, though, after claim is made by a duly appointed legal representative of the Plan Member.

The Insurer will be discharged to the extent of any payments made in good faith under this Payment of Claims provision.

### **Physical Examinations**

The **Insurer** has the right to have a doctor it chooses examine the person whose injury or illness is the basis of a claim. This may be required at reasonable intervals until the claim is paid. If the person has died, the **Insurer** may require an autopsy, unless it is prohibited by law. Such an exam or autopsy will be at the Insurer's expense.

### **Reconsideration Of A Denied Claim**

If you are a **Plan Member or a Member's** beneficiary, and your benefit claim is totally or partially denied, the **Insurer** will give you a written notice. The notice will give the reasons for denial. If you do not agree with the reasons given, you may request reconsideration of your claim.

To do so, you should write to the **Insurer** within the 60 days after you received the notice of denial. The **Insurer's** name and address appear in this booklet. They will also be on the notice of denial. You should say why you believe the claim was not properly denied. Include any data, questions or comments that you think are appropriate. Unless the **Insurer** requests additional material in a timely fashion, you will be advised of their decision within 60 days after your letter is received.

**Legal Actions**

There are time limits as to when legal action can be taken to obtain group insurance policy benefits. No legal action can be taken until 60 days after written proof of loss has been given as discussed above. No legal action can be taken more than 3 years after written proof of loss was required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained the **Insurer's** reconsideration of that claim.

If any time limitation with respect to bringing an action at law or suit in equity to recover under the Plan is less than that permitted by any applicable state law at the time the loss on which claim is based is incurred, that limitation will be extended to agree with the minimum period permitted by that law.

In accordance with state insurance law, this booklet is composed of the following forms on file with the State Insurance Department.

CERTIFICATE: GCR 100

SCHEDULE OF BENEFITS: GCR 130, GCR 131, GCR 132

BASIC TERMS: GCR 1127, GCR 1128, GCR 1129, GCR 1130

ELIGIBILITY: GCR 120, GCR 121

EFFECTIVE DATE: GCR 12251, GCR 12252

DISCONTINUANCE OF INSURANCE: GCR 124, GCR 125

COVERAGE PROVISIONS: GCR 140

PERSONAL LIFE INSURANCE: GCR 2057, GCR 2025, GCR 2058, GCR 2059, GCR 2060, GCR 20107, GCR 20108, GCR 20110, GCR 205, GCR 206

DEPENDENT LIFE INSURANCE: GCR 208, GCR 209

AD&D: GCR 217, GCR 2112, GCR 2113, GCR 2114

CLAIMS: GCR 170, GCR 1720, GCR 1721, GCR030, GCR 173  
GCR 174